

# **EXHIBIT C**

**SECOND AMENDMENT  
TO THE  
TRIAD MANUFACTURING, INC.  
EMPLOYEE STOCK OWNERSHIP PLAN**

This SECOND AMENDMENT is made on this 13<sup>th</sup> day of March, 2017, by Triad Manufacturing, Inc. ("Primary Sponsor").

**INTRODUCTION**

WHEREAS, the Primary Sponsor previously adopted the Triad Manufacturing, Inc. Employee Stock Ownership Plan ("Plan"), effective as of December 17, 2015 ("Effective Date");

WHEREAS, Section 4.1 of the Plan assigns ten (10) Allocation Points to a Participant for each year of Vesting Service;

WHEREAS, the Primary Sponsor originally intended that the Allocation Points be allocated based on a Participant's years of service regardless of whether such years of service occurred before the Effective Date, which was not reflected in the definition of Vesting Service under Section 1.51 of the Plan as originally adopted;

WHEREAS, the Primary Sponsor amended Section 1.51 of the Plan, effective as of January 1, 2016, to include in Vesting Service, solely for purposes of Section 4.1, each Plan Year preceding the Effective Date during which an Employee completed no less than 1,000 Hours of Service;

WHEREAS, the Primary Sponsor has filed an application with the Internal Revenue Service ("IRS") in accordance with Revenue Procedure 2013-12, as amended, requesting that the IRS approve a retroactive amendment to the Plan, effective December 17, 2015, consistent with the amendment adopted effective January 1, 2016; and

WHEREAS, contingent on approval of this retroactive amendment by the IRS, the Primary Sponsor desires to retroactively amend the Plan, effective as of December 17, 2015, to revise the definition of "Vesting Service" to reflect the allocation formula the Primary Sponsor originally intended to be included in the Plan.

**AMENDMENT**

NOW, THEREFORE, effective December 17, 2015 through December 31, 2015, the Section 1.51 of the Plan is hereby deleted in its entirety and replaced with the following:

"1.51 'Vesting Service' means each Plan Year commencing with the Effective Date of the Plan during which an Employee has completed no less than 1,000 Hours of Service, provided, however, that solely for purposes of Section 4.1, Vesting Service shall also include each Plan Year preceding the Effective Date during which an Employee has completed no less than 1,000 Hours of Service.

Notwithstanding anything contained herein to the contrary, Vesting Service shall not include:

- (a) In the case of an Employee who completes five (5) consecutive Breaks in Service, for purposes of determining the vested portion of his Account derived from Plan Sponsor contributions which accrued before his Termination Completion Date, all Service in Plan Years after his Termination Completion Date; and
- (b) In the case of an Employee who completes five (5) consecutive Breaks in Service and at that time does not have any vested right in Plan Sponsor contributions, all Service before those Breaks in Service commenced.”

Except as specifically provided herein, the Plan shall remain in full force and effect as prior to this Second Amendment.

IN WITNESS WHEREOF, the Primary Sponsor has caused this Second Amendment to be executed effective as set forth above.

TRIAD MANUFACTURING, INC.

By   
Jeff Finkelstein, Chief Financial Officer